

Exhibit F

datadomain

Purchase Terms and Conditions

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Support Terms and Conditions

SUPPORT TERMS AND CONDITIONS

1. **SUPPORT.** Customer is not entitled to support unless Customer has ordered and paid for Support as provided in the Order. Data Domain will use reasonable efforts to provide support services as described in these Support Terms and Conditions ("Support") at the level Customer has purchased (e.g., Gold, Platinum or Platinum Plus) for the term Customer has purchased, which commences upon Product shipment. Data Domain may suspend performance of Support if Data Domain does not receive payment when due. Data Domain's Support contact information is at www.datadomain.com/support/. Support is contacted primarily through Data Domain's web support portal (generally accessible on a 24x7x365 basis excepting periodic maintenance or network unavailability) and secondarily through telephone and email support. Data Domain's Support obligation is limited to using reasonable efforts to remedy a reported failure of the Products to substantially operate in accordance with Data Domain's official specifications (a "problem"). Support does not include Hardware or Software installation, training, consulting services or preventative maintenance.
 - A. **SOFTWARE SUBSCRIPTION.** Support includes a subscription to all new releases of the Software Customer licensed that are issued by Data Domain during Customer's term of Support which incorporate updates ("Releases"), but does not include enhancements licensed by Data Domain for a separate fee at Data Domain's discretion. Any Software which is provided as an update or replacement may only be installed as an update to the original Software on that Hardware. Any update to the Software or replacement Software will be subject to the terms and conditions set forth in the Purchase Terms and Conditions of which these Support Terms and Conditions are a part, and the EULA or Click-wrap. Customer can download Releases from <http://support.datadomain.com>. Data Domain makes no commitment that it will deliver any future Release(s) and/or that the Hardware Customer has purchased will meet the hardware requirements for and operate with each Release available after the date of Customer's purchase of the Hardware.
 - B. **HARDWARE SUPPORT.** If Data Domain determines that replacement parts are required for Support, then Data Domain will use reasonable efforts to deliver them to Customer, at no charge, by Data Domain's target delivery time ("TDT") from after when Data Domain has diagnosed the problem. For critical parts, Data Domain's TDT is 4 hours for Platinum Plus Service, and next business day for Gold and Platinum Service if the problem is diagnosed before 3pm in Customer's location. For non-critical parts, Data Domain TDT is within a reasonable time. Data Domain actual delivery times may vary if Customer's location is remote and/or if common carriers encounter delays or require special transportation arrangements in reaching Customer's site, or if customs clearances impose delays. Platinum Plus Service is not available in all locations. Replacement parts may be new or refurbished. Defective parts must be returned under Data Domain RMA policy at www.datadomain.com/support/ or Data Domain may invoice Customer for the replacement part. If Customer has purchased Data Domain no-return-disk option, then Customer will not be invoiced for a replacement disk drive if Customer does not return a failed drive. All Products that are replaced become Data Domain property. Unless Customer requests otherwise, Data Domain or a Data Domain subcontractor will typically provide on-site installation of the replacement part with Customer's reasonable assistance.
 - C. **SOFTWARE SUPPORT.** Data Domain classifies Software problems as either: P1—Customer's production use is stopped or so severely impacted that Customer cannot reasonably continue use of the Products; P2—important Product features are unavailable with no acceptable workaround, but Customer's production use is continuing; P3—important Product features are unavailable but a workaround is available, or less significant Product features are unavailable with no reasonable workaround, but Customer's production use is continuing; P4—all other problems. Data Domain will use reasonable efforts to acknowledge Customer's problem report and commence Support efforts within the following target initial response times of Data Domain having received and classified Customer's report: P1: 30 minutes; P2: 4 hours; P3: 8 hours; P4: 24 hours. For P1 and P2 problems, Support is offered 24x7x365. For P3 and P4 problems, Support is offered 9am-6pm in Customer's location on business days. For Software problems Data Domain will provide on-site technical support in Data Domain's discretion, and if so provided in Data Domain's discretion Data Domain will be responsible for travel and related expenses incurred in providing the on-site Support. If Data Domain determines that Customer's problem was not caused by Data Domain Products and if the on-site Support was requested by Customer, then Data Domain may charge Customer Data Domain's then-current daily time and materials rate plus reasonable travel and lodging expenses for the on-site Support.
2. **EXCLUSIONS.** Data Domain will have no Support obligations for any conditions attributable to: (i) negligence or misuse or abuse of the Products; (ii) use of the Products other than in accordance with Data Domain's official specifications; (iii) modifications, alterations or repairs to the Products made by a party other than Data Domain or a party authorized by Data Domain; (iv) any failure by Customer or a third party to comply with environmental and storage requirements for the Products specified by Data Domain, including, without limitation, temperature or humidity ranges; or (v) use of the Product with any non-Data Domain apparatus, data or programs outside the typical, recommended or reasonably anticipated use of the Products within their specifications.
3. **CONDITIONS TO DATA DOMAIN'S SUPPORT OBLIGATIONS.** Customer needs to do the following as a condition to Data Domain's provision of Support: (i) pay all applicable fees; (ii) designate from time to time a reasonable number of authorized persons trained

by Data Domain who can contact Data Domain for Support, and these are Customer's only personnel entitled to contact Data Domain for Support; (iii) register all Products with Data Domain, and provide notice to Data Domain of all sites and site moves; (iv) provide Data Domain access to Customer's site and/or network and personnel as Data Domain reasonably requests to assist Data Domain in performing the Support; (v) enable Data Domain's automated alert system on the Products which sends regular system status reports and alerts to Data Domain when certain critical system events occur in the Product at Customer's site (Autosupport); (vi) use the Products in a supported configuration and maintain the Software within the then-current prior two Releases; (vii) install recommended replacement parts in the Products as reasonably directed by Data Domain; (viii) refrain from arbitrarily changing Product settings or configurations reasonably recommended by Data Domain; (ix) ensure that proper licenses have been obtained for all Software and adhere to all licensing terms and conditions; and (x) make available to Data Domain any of Customer's systems data, information and other materials reasonably required by Data Domain for the Support ("Customer Materials"), the accuracy of which is Customer's responsibility. Subject to Customer's rights in the Customer Materials, Data Domain will exclusively own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Data Domain or Data Domain's personnel in connection with performing Support ("Data Domain Materials"), including all worldwide patent rights (including patent applications and disclosures), copyright rights, moral rights, trade secret rights, know-how and any other intellectual property rights therein. Customer will have no rights in the Data Domain Materials except as expressly agreed to in writing by Data Domain and Customer. Nothing in these Purchase Terms and Conditions will be deemed to restrict or limit Data Domain's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party. Customer agrees that it may be necessary for Data Domain to collect, process and use Customer's data in order to perform Data Domain obligations to provide Support. Customer consents to these activities and to the transfer of the data to Data Domain affiliated companies and service providers located throughout the world who are subject to confidentiality agreements with Data Domain. Data Domain will not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Products returned to Data Domain for repair.

4. **CONFIDENTIAL INFORMATION.** Each of the parties ("Receiving Party") understands that the other ("Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans), which to the extent previously, presently or subsequently disclosed to the Receiving Party is "Proprietary Information" of the Disclosing Party. Customer agrees that without limitation Data Domain's Product and Services prices, discounts and proposals to Customer are Data Domain's Proprietary Information. The Receiving Party agrees: (a) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials); (b) not to divulge any such Proprietary Information to any third person, except to those of its employees and subcontractors that need to know such Proprietary Information for the purpose of performing this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein; (c) not to make any use whatsoever at any time of such Proprietary Information except to perform its obligations under this Agreement; and (d) not to copy or reverse engineer any such Proprietary Information. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document: (i) is or becomes (through no improper action or inaction by the Receiving Party) readily available to the public; (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding. To the extent that any of Customer's Proprietary Information includes personally identifiable information, then Customer consents to Data Domain's use of such personally identifiable information in accordance with Data Domain's then-current privacy policy, which may be found at www.datadomain.com/company/privacy/html.
5. **REINSTATEMENT OF SUPPORT.** If Customer has not continuously purchased and complied with the terms and conditions of Support, Customer may request that Data Domain perform an inspection of the Products and any professional services Data Domain reasonably determines are required for the Products to be certified as substantially operating within their official Product specifications. After Data Domain's certification, Customer may re-instate Support if Data Domain then offers it in general commercial availability and upon payment to Data Domain of: (i) for any Products that have been off Support for more than ninety (90) days, twenty percent (20%) of the annual rate of Support for recertification services; (ii) the pro rata Support fees that would have been payable at Data Domain's then applicable annual rate of Support for the period the Products were not covered by Support; and (iii) the Support fees for the annual period commencing upon the re-instatement of Support.
6. **NON-TRANSFERABILITY.** If Customer sells or otherwise transfers any Hardware to any third party, Customer will either de-install and remove the Software from such Hardware prior to sale or transfer, or provide Data Domain with reasonable notice and an opportunity to remove or disable such Software prior to any sale or transfer of the Hardware. Subject to availability of resources,

Data Domain will provide de-installation services to Customer at Data Domain's then current time and materials rates provided Customer has complied with these Purchase Terms and Conditions and entered into a separate agreement with Data Domain to receive such de-installation services. Subject to availability of resources, Data Domain will provide re-installation and re-certification services to a third party purchaser or transferee of Data Domain Hardware, in each case at Data Domain's then current time and materials rates provided the purchaser or transferee has: (i) met Data Domain credit requirements; (ii) obtained a Software license from Data Domain; (iii) entered into a separate agreement with Data Domain to receive re-installation and re-certification services; (iv) obtained re-certification of the Products as installed; and (v) paid any Support reinstatement fees and purchased at least a one (1) year term of annual Support from Data Domain commencing upon the date of Product transfer. Customer's remaining outstanding term of Support is not transferable. Notwithstanding the foregoing, Data Domain reserves the right to refuse to grant a Software license or provide Services to a proposed purchaser or transferee as determined in Data Domain's discretion.

7. **RELATIONSHIP OF THE PARTIES.** Data Domain is performing Support as an independent contractor, and not as an employee, agent, joint venturer or partner of Customer, and neither of the parties has the authority to bind the other by contract or otherwise. Data Domain acknowledges and agrees that Data Domain personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. Data Domain is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between Data Domain and Data Domain personnel and the performance of Support by Data Domain personnel.
8. **ENGLISH.** All Support will be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Purchase Terms and Conditions of which these Support Terms and Conditions are a part and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et to Data Domain les documents connexes soient rédigés en anglais selon la volonté expresse des parties.
9. **CAPITALIZED TERMS.** Capitalized terms not defined herein shall have the meaning set forth in the Purchase Terms and Conditions of which these Support Terms and Conditions are a part, which may be found at www.datadomain.com/schedules/.